

DISCLOSURE DIVISION

TB
G

☒ WAIVER REQUEST
☐ ANSWER
☐ RECONSIDERATION REQUEST
☐ UNTIMELY

DATE: 7/2/2021

DOCKET #: 2021-552

Ashley Wimberley, Director
Disclosure Division

AW

FILER INFORMATION

Name: Ms. Cynthia B. Franklin
Address: 2535 Bert Kouns Ind Loope, Ste. 203-126, Shreveport, LA 71118
Office/Position: Linward Charter School
of Disclosures/Amendments Filed with Agency: 4
Years Covered: 2018-2020
Final Report: No

REPORT INFORMATION

Name of Report: Tier 3 Annual Personal Financial Disclosure covering calendar year 2018 - Amendment
Report ID: PFD19002850
Original Due Date: 5/15/2019
Initial PFD Filed on: 4/17/2019
NOD-amend Received: 3/23/2020 - Signed by: Mail Carrier - DGC056 - C19
Amendment/Answer Due Date based on NOD: 7/6/2020 (Extended due to Covid)
Amendment/Answer Filed: 2/11/2021

LATE FEE INFORMATION

Amount of Late Fee: \$1500
Days late from receipt of NOD: 220
Total days late from initial due date: 638
Late Fee Order Received: 4/15/2021
Payment/Waiver Request Due Date: 5/5/2021
Waiver Request Received: 5/4/2021

COMMENTS:

Cynthia B. Franklin is requesting a Waiver for failing to amendment in a timely manner. She stated tried to comply, but was confused, and mistakenly filed for the wrong year. By the time she was notified that she had filed the wrong year. Ms. Franklin apologies for the confusion and asks the Ethics Board to to consider granting her requested waiver.

OTHER LATE FEE INFORMATION

Disclosure Statements:

- Other Outstanding Statements: No
- Other Outstanding Late Fees: No
- Prior Late Fees: No
- Reassessed Late Fees: No

Campaign Finance:

- Outstanding Late Fees: No
- Prior Late Fees: No

To: Ashley Wimberley, Personal Financial Disclosure Director
From: Cynthia B. Franklin-Tier 3 Amendment 2018 Linwood Charter School #2020-838
Subject: Requesting Waiver to the Board of Ethics 2021
Date: May 4th, 2021

Hello and happy Tuesday, Ashely Wimberley!

All of the correspondences between Mr. Brees and I show that my case was a little confusing. Though requested items were uploaded, I mistakenly submitted the correct paperwork for the wrong year per Ms. Fraizer's discovery. After everything was brought to my attention, my case was already being processed as non-compliant. I was instructed to request a waiver whenever my case was assessed which brings me to this current dilemma.

I am requesting a waiver for #2020-838 and will move forward immediately in filing appropriately this year to the portal as instructed. I apologize for all the confusion and hope that my waiver request will be granted.

Please contact me if anything else is needed at 318.547.7324 or email me at your earliest convenience.

Thank you for assisting me in the matter.

Sincerely,



Cynthia B. Franklin

ETHICS BOARD REC'D
MAY 5 '21 PM 12:55

Ashley Wimberley

From: Cynthia Franklin <franklincnb@gmail.com>
Sent: Tuesday, May 4, 2021 7:20 PM
To: Ashley Wimberley
Subject: Re: Requesting Waiver to the Board of Ethics Docket# 2020-838 amendment
Attachments: CBF.Waiver.Request.#2020.838.Ethics.pdf

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Good evening,

I have attached the PDF with my signature.

Thank you,
Cynthia :-)

On Tue, May 4, 2021 at 9:33 AM Ashley Wimberley <Ashley.Wimberley@la.gov> wrote:

Good morning Ms. Franklin,

Your Waiver Request must be in a saved pdf attachment with signature. Please convert the information you listed in your email into a pdf document and submit it to me via email, as I cannot accept an email as the Waiver Request.

Please let me know if you have any questions or need any additional information.

Thank you and have a great day!

Ashley Wimberley

Personal Financial Disclosure Director

Ethics Administration

P. O. Box 4368

Baton Rouge, LA 70821

Ashley Wimberley

From: Cynthia Franklin <franklincnb@gmail.com>
Sent: Tuesday, May 4, 2021 9:20 AM
To: Ashley Wimberley
Cc: Cynthia B. Franklin
Subject: Fw: Requesting Waiver to the Board of Ethics Docket# 2020-838 amendment
Attachments: 1568161569427000_1521770604.png; Fwd: Fw: Docket# 2020-838 amendment email link.eml; 19 - Linwood Management Agreement.pdf

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Requesting Waiver to the Board of Ethics 2021

Hello and happy Tuesday, Ashely Wimberley!

All of the correspondences below show that my case was a little confusing. I thought I executed what was needed but ended up submitting the wrong paperwork to the portal per Ms. Fraizer discovery. After everything was brought to my attention, my case was already being processed as non-compliant. I was instructed to request a waiver whenever my case was assessed which brings me to now.

I am requesting a waiver for #2020-838 and will move forward immediately in filing appropriately this year to the portal as instructed. I apologize for all the confusion and hope that my waiver request will be granted.

Please contact me if anything else is needed at 318.547.7324 or email me at your earliest convenience.

Thank you for assisting me in the matter.

Sincerely,
Cynthia B. Franklin

----- Forwarded message -----

From: Gard Wayt <gard@waytinsurance.com>
Date: Tue, Mar 16, 2021 at 3:54 PM
Subject: FW: Fw: Docket# 2020-838 amendment email link;
To: <franklincnb@gmail.com>
Cc: <gard.wayt@gmail.com>

From: Gard Wayt <gard@waytinsurance.com>
Sent: Tuesday, March 16, 2021 3:49 PM
To: Roy.s.brees@la.gov

Cc: gard.wayt@gmail.com

Subject: FW: Fw: Docket# 2020-838 amendment email link;

Mr. Brees,

I am **forwarding**, embedded in this email, a copy of your email of February 11th to Ms. Cynthia Franklin in which you state that Ms. Franklin's 2018, 2019 and 2020 documents have been reviewed by Tammy Frazier and they are compliant. I'm **attaching** a copy of the minutes showing Ms. Franklin's appointment to the Board Of Trustees in October 2018.

Shreveport Charter Schools has been operating Linwood Public Charter school since 2009 with a **volunteer** Board Of Trustees who are **not paid** for their service. There is no W-2, K-1 or 1099 for Ms. Franklin or any of our Directors.

Attached is a copy of the 2018-19 contract with BESE, which was in place when Ms. Franklin was appointed.

All of the above is in response to the Subpoena Duces Tecum issued and reissued requesting the above information regarding Ms. Franklin's membership on the Board Of Trustees. If you need additional information, I can obtain it next week, after Spring Break is over and staff is back at the school.

Please let me know your wishes.

Yours truly,

Gard Wayt, President

LPCS Board Of Trustees

318.207.1292 cell/vm/text

Gard.Wayt@gmail.com

From: Gard Wayt <gard.wayt@gmail.com>
Sent: Tuesday, March 16, 2021 1:59 PM
To: Gard Wayt <gard@waytinsurance.com>
Subject: Fwd: Fw: Docket# 2020-838 amendment email link

Cynthia Franklin

----- Forwarded message -----

From: **Cynthia Franklin** <cynthia@sprinklingseeds.com>
Date: Mon, Feb 22, 2021, 1:53 PM
Subject: Fwd: Fw: Docket# 2020-838 amendment email link
To: gardwayt <gard.wayt@gmail.com>, Gard <gard@waytinsurance.com>

Hi,

Here you go. This email contains the confirmation from Roy Brees and Tammy Frazier stating that I am indeed compliant.

Smile,

Cynthia ;-)

Cynthia B. Franklin, M.A.T.

Parent. Advocate. Educator.

Sprinkling Seeds Education and Training Services, LLC

2535 Bert Kouns Industrial Loop, STE 203-126

Shreveport, LA 71118
E-mail: Cynthia@sprinklingseeds.com
Phone: 318.562.4060

www.sprinklingseeds.com

----- Forwarded Message -----

From: Cynthia Franklin <cbf_llc@yahoo.com>

To: Gard Wayt <gard.wayt@gmail.com>

Sent: Friday, February 12, 2021, 11:55:07 AM CST

Subject: Fwd: Docket# 2020-838 amendment email link

Gm 

Keeping you in the loop!

Sent via mobile device

Begin forwarded message:

From: "Roy Brees (ETHICS)" <Roy.Brees@la.gov>

Date: February 11, 2021 at 10:47:14 AM CST

To: "Cynthia B. Franklin" <cbf_llc@yahoo.com>

Subject: RE: Docket# 2020-838 amendment email link

Ms. Franklin,

Your 2018 amendment, and your 2019 and 2020 pfd statements have been reviewed by Tammy Frazier, Compliance Investigator. She has found that they are compliant.

Thanks,

Roy Brees
Staff Investigator
LOUISIANA BOARD OF ETHICS
LaSalle Building, 10th Floor
617 North Third Street (70802)
Baton Rouge, LA
(225) 219-5625
Roy.s.brees@la.gov

"I am only one, but still, I am one. I cannot do everything but I can do something. And, because I cannot do everything, I will not refuse to do what I can." — Edward Everett Hale, American clergyman and writer (1822-1909)

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From: Cynthia B. Franklin [mailto:cbf_llc@yahoo.com]
Sent: Wednesday, February 10, 2021 11:43 PM
To: Roy Brees (ETHICS) <Roy.Brees@LA.GOV>
Subject: Re: Docket# 2020-838 amendment email link

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Hello,

I have attached the amendments for 2018 and the original filing for 2020. If you need anything else, please let me know.

Smile,

Cynthia ;-)

Cynthia B. Franklin, M.A.T.

Early Interventionist ~ Educational Diagnostician ~ CPR Instructor

2535 Bert Kouns Industrial Loop, STE 203-126

Shreveport, LA 71118

E-mail: Cynthia@sprinklingseeds.com

Phone: 1.855.96.SEEDS (73337)

www.sprinklingseeds.com

On Thursday, February 4, 2021, 01:40:39 PM CST, Roy Brees (ETHICS) <roy.brees@la.gov> wrote:

Hi Ms. Franklin,

Please file an **amended 2018 Tier 3 Annual Personal Financial Disclosure statement**. The report submitted by you on 4/17/2019 was found to be **NOT COMPLIANT** for the following reason:

- The Income received from Caddo Parish School Board is income from a political subdivision of the State of Louisiana, therefore, your 2018 income from Caddo Parish should be disclosed by exact dollar amount on Schedule B.

I am providing the link to the Tier 3 Annual Personal Financial Disclosure form, or **418a** below:

<http://ethics.la.gov/PersonalFinancial.aspx>

Also, if you have not filed your 2020 Personal Financial Disclosure statement yet, the same form can be utilized for that purpose.

<https://ethics.la.gov/PersonalFinancial.aspx>

Thank you for your time in this matter,

Roy Brees
Staff Investigator
LOUISIANA BOARD OF ETHICS
LaSalle Building, 10th Floor
617 North Third Street (70802)
Baton Rouge, LA
(225) 219-5625
Roy.s.brees@la.gov

"I am only one, but still, I am one. I cannot do everything but I can do something. And, because I cannot do everything, I will not refuse to do what I can." — Edward Everett Hale, American clergyman and writer (1822-1909)

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--

Cynthia B. Franklin, M.A.T.
Parent. Advocate. Educator.



www.sprinklingseeds.com

"All students can learn and succeed, but not on the same day in the same way."
--- William G. Spady

SENDER COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cynthia B. Franklin
2535 Bert Kouns Ind Loope STE 203-126
Shreveport, LA 71118



0706



9590 9402 5114 9092 0524 42

2. Article Number (Transfer from service label)

7019 2970 0001 6313 0706

PS Form 3811, July 2015 PSN 7530-02-000-9053

A. Signature

X *16 COS6*

☒ Agent
☐ Addressee

B. Received by (Printed Name)

Covid 19

C. Date of Delivery

07/23/2020

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

2020 JUL 23 PM 4:15
GOEL CIVIC CENTER

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

|| Restricted Delivery

3.20 TF

Domestic Return Receipt

Linwood Management Agreement

This Management Agreement ("MA" or "Agreement") is executed on this 9th day of May, 2018, to be effective as of July 1, 2018, by and between the Louisiana Department of Education ("LOE"), through its Recovery School District ("RSD"), and the Board of Directors of Shreveport Charter Schools, Inc. ("SCS"), a Louisiana non-profit organization.

Section 1. Background

- 1.1 In 2009, the State Board of Elementary and Secondary Education ("BESE") transferred Linwood Middle School from the Caddo Parish School System to the Recovery School District and approved a Type 5 charter for SCS to operate the school. BESE subsequently renewed the charter for a term of three years (2014-15, 2015-16, 2016-17). In January 2017, BESE voted to not renew the charter due to the school not meeting the minimum academic performance criteria required for a second renewal term.
- 1.2 RSD and SCS share a common goal of ensuring a high-quality education for students at Linwood. Closure of Linwood may result in many current Linwood students attending nearby schools with lower performance than Linwood. In order to ensure that the students at Linwood have access to better educational options, the RSD will keep the school open and search for a high-quality charter operator to take on operation of the school.

Section 2. Current Agreement

- 2.1 This MA sets forth the terms under which SCS shall manage Linwood while the school is governed and overseen by RSD. The objective of this MA is to provide a quality student experience and gains in academic performance for the students who attend Linwood during the 2018-19 school year.
- 2.2 SCS shall manage Linwood with oversight from the RSD, but SCS shall be responsible for all personnel, budget and curriculum decisions, except as otherwise provided in this Agreement.
- 2.3 This agreement shall be effective upon complete execution for an initial period of one year to commence on July 1, 2018 and terminate on June 30, 2019. With the consent of both parties, this agreement may be extended for additional one year terms.

Section 3. Agreement Liaisons

- 3.1 All official communications and reporting requirements related to this MA from either party shall be directed to the following persons:

Kunjan Narechania
Superintendent
Recovery School District
1615 Poydras Avenue, Suite 400
New Orleans, LA 70112

Shavonne Price
RSD Staff Liaison
1201 N. Third Street
P.O. Box 94064
Baton Rouge, La 70804

Gard Wayt
Board President
Shreveport Charter Schools, Inc.
401 W 70th Street
Shreveport, LA 71106

[Handwritten signatures]

- 3.2 All other communications, including, but not limited to day-to-day operational and oversight issues shall be directed to the RSD Staff Liaison identified in Section 3.1 of this MA.

Section 4. Funding Agreement, Conditions, Payment Terms, and Administrative Allocations

- 4.1 The RSD shall reimburse SCS the amount of the Minimum Foundation Program (MFP) funds provided by the State Board of Elementary and Secondary Education (BESE), based on the October 1, 2018 and February 1, 2019 enrollment counts, minus a two percent administration fee.
- 4.2 MFP funds shall only be expended for educational purposes. Expenditures for educational purposes are those expenditures related to the operational and instructional activities of the school to include: instructional programs, pupil support programs, instructional staff programs, school administration, general administration, business services, operations and maintenance of plant services, student transportation services, food services operations, enterprise operations, community services operations, facility acquisition and construction services and debt services as defined by Louisiana Accounting and Uniform Governmental Handbook, Bulletin 1929.
- 4.3 The RSD shall also transfer to SCS all other funding generated by or dedicated to students at Linwood received by the RSD, including, but not limited to Title I, Title II and IDEA funding. RSD agrees to support SCS in seeking additional state or federal funding that students at Linwood may be entitled to for the 2018-19 school year, including, but not limited to LDE's High Cost Services allocation. The RSD is not obligated to provide any additional payments or funds to SCS pursuant to this MA.
- 4.4 Any additional costs to operate Linwood above and beyond what is provided through the funds specified in this MA shall be absorbed by SCS.

Section 5. Responsibilities

5.1 Operation of School

- 5.1.1 SCS shall continue management and operation of Linwood for the 2018-19 school year in its current facility, located at 401 West 70th Street, Shreveport, Louisiana 71106.
- 5.1.2 RSD agrees to transfer a single lump sum payment in the amount of the fund balance from the previously operated charter school, once that amount is determined, for the purpose of providing the funds for the continued education of the students from Linwood.
- 5.1.3 SCS shall not enter into an agreement with a management organization without prior approval from the RSD Superintendent.
- 5.1.4 SCS shall serve grades PK-8 for the 2018-19 school year. SCS may enroll up to, but shall not exceed the enrollment maximums specified in Appendix A, specifically incorporated herein.
- 5.1.5 SCS shall be permitted to recruit students to enroll for the 2019-20 school year for grades PK-8,

provided that if a new charter school operator is identified for Linwood, such recruitment be done in collaboration with the new charter operator.

- 5.1.6 SCS, as contractor for the RSD, agrees to follow all laws and regulations applicable to public schools under the jurisdiction of the Recovery School District for the operation of Linwood and all laws and BESE regulations applicable to charter schools for the management of its non-profit governing board, including, but not limited to Louisiana Open Meetings laws. In situations where SCS is unsure or unclear how laws or regulations apply to SCS or Linwood, SCS agrees to consult the RSD Staff Liaison or RSD Superintendent prior to action, as practicable.

5.2 Oversight

- 5.2.1 The RSD Staff Liaison shall monitor and review the operations of Linwood and the compliance of SCS with the terms of this agreement.
- 5.2.2 SCS leadership and appropriate staff shall meet in-person with the RSD Staff Liaison at least quarterly to review progress and other issues related to this agreement.
- 5.2.3 SCS shall provide RSD access to all records, data, information, and property related to this agreement and/or the operation of Linwood upon request by the RSD as soon as is practicable.
- 5.2.4 SCS agrees to provide access to all parts of the Linwood facility and property to RSD during regular school hours upon request. RSD agrees to provide reasonable notice to SCS for any scheduled meetings, calls, or site visits, as practicable.

5.3 Human Capital

- 5.3.1 SCS shall consult with the RSD Superintendent on any proposed change to the school leader for Linwood. SCS shall not terminate the current school leader or hire a new school leader without agreement from the RSD Superintendent.
- 5.3.2 SCS retains the right to make all other staffing decisions, but shall report any changes in staffing upon request by the RSD.

5.4 Financial Management

- 5.4.1 The RSD shall be the local education agency (LEA) for Linwood for the purposes of funding, grants, and financial reporting.
- 5.4.2 RSD shall transfer the funds identified in Section 4 of this MA to SCS. MFP funds shall be transferred to SCS on a monthly basis. Grant funds shall be transferred to SCS on a reimbursement basis within 30 days of proper, timely submission of a receipt or invoice, as appropriate, unless otherwise dictated by the terms of the grant.
- 5.4.3 RSD shall be responsible for submitting applications for grant funding for Linwood. RSD authorizes and requires SCS to seek and prepare such applications for Linwood on behalf of the RSD. SCS shall submit completed grant applications at least 10 business days prior to submission deadline to the RSD Staff Liaison for review, revision, as necessary, and approval and submission by RSD,

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

unless a different timeline is specified in writing by the RSD Superintendent or RSD Staff Liaison. SCS shall administer all grants and shall maintain all financial and payroll documentation required by such grants.

- 5.4.4 SCS, with oversight from RSD, shall perform all other financial management and operations necessary for Linwood.
- 5.4.5 SCS agrees to report all agreements, contracts, and payment arrangements entered into by SCS on behalf of Linwood pursuant to this MA upon request by the RSD. SCS shall provide RSD copies of all such agreements, contracts, and payment arrangements upon request.
- 5.4.6 Additional details and requirements related to financial management are included in Appendix B of this MA, which is specifically incorporated into this MA and agreed to by both parties.
- 5.4.7 SCS agrees to complete all financial management actions necessary to assist the RSD in the transition of the operation of the school to a new operator should one be identified in the future, even in the event that such actions extend beyond the term of this Agreement.

5.5 Data Reporting, Records, and Privacy

- 5.5.1 The RSD shall be the local education agency (LEA) for Linwood for the purposes of state and federal data reporting.
- 5.5.2 RSD shall be responsible for submitting data for Linwood required of LEAs. RSD authorizes and requires SCS to prepare such data submissions on behalf of the RSD. SCS shall submit completed data submissions at least 10 business days prior to submission deadline to the RSD Staff Liaison for review, revision, as necessary, and approval and submission by the RSD, unless a different timeline is specified in writing by the RSD Superintendent or RSD Staff Liaison.
- 5.5.3 SCS shall supply in a timely manner all reports, test results, and other information required under this MA, state and federal law, grant requirements, or BESE policy and regulations, or requested by the RSD, in accordance with timelines and processes established by the RSD.
- 5.5.4 SCS agrees to submit all reports and other information in the manner prescribed by BESE, LDE, or the RSD which may include the use of a document storage and management system and an oversight and compliance management system.
- 5.5.5 SCS and RSD agree to share access to any data reporting systems, document storage and management systems, physical records, or digital records necessary to meet the requirements of this MA.
- 5.5.6 Throughout the term of this MA, SCS shall (i) comply with applicable provisions of law and perform all obligations necessary thereto, (ii) designate a representative of SCS who shall retain responsibility for the security of and access to all Linwood records, including student records, (iii) provide the means and capability to access these records, including student records, to the RSD, as designated in writing, and (iv) fully cooperate with RSD, who shall have unrestricted and equal access to Linwood records, including student records during the period prior to the termination of this MA. Upon termination, SCS shall secure all Linwood records, including student records, in

the possession of SCS and shall grant to the RSD access to records requested by the RSD. The RSD may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning Linwood records, including the student records which are within the possession of RSD; provided that in performing SCS's legal or contractual duties, SCS shall comply with applicable law. SCS shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in Linwood so that those records may be transmitted to the RSD.

- 5.5.7 SCS shall comply with any and all recordkeeping requirements of BESE, state law, and regulation and shall provide, upon request by RSD, any reports or student records, including, but not limited to, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.
- 5.5.8 SCS shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A. 1232g and La. R.S. 17:3914.
- 5.5.9 SCS and RSD agree to share student data in accordance with the provisions of Appendix C of this MA, specifically incorporated herein.
- 5.5.10 It is specifically understood and agreed that the obligations of the parties set forth in Section 5.5 shall survive the termination of this MA.
- 5.5.11 SCS shall provide for the transfer of the education records, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Louisiana, where the student has become enrolled or is seeking enrollment.
- 5.5.12 The transfer of such records, whether by mail or otherwise, shall occur not later than ten (10) business days from the date of receipt of the written request.
- 5.5.13 If a student has been expelled, the transferred records shall include the dates of the expulsion and the reasons for which the student was expelled.
- 5.5.14 SCS shall maintain records of all students transferring into Linwood and withdrawing from Linwood.
- 5.5.15 SCS acknowledges that RSD may, at its discretion, withhold funds from SCS in the event that SCS does not submit data or financial information required or requested pursuant to this MA by designated deadlines, provided that such deadlines shall have been provided to the SCS in writing, via a policy or by any other means, in advance of any such withholding of funds.

5.6 Facilities

- 5.6.1 SCS shall be responsible for and obligated to provide for routine maintenance and repair such that the Linwood facilities and property are maintained in as good an order as when SCS first occupied Linwood in 2009, except ordinary wear and tear. SCS shall ensure the facility meets all local and state Fire, Life and Safety codes. There shall be no requirement for SCS to provide for the type of

extensive repair to buildings or facilities that would be considered to be a capital expense. Such extensive repairs are required to be provided by the Caddo Parish School Board pursuant to La. R.S. 17:1990. SCS agrees to notify RSD of needed capital repairs and RSD and SCS shall collaborate as needed to request such repairs of the Caddo Parish School Board.

- 5.6.2 RSD and SCS shall both have keys and any necessary codes to be able to access the facility during regular school hours, and after hours in the case of an emergency. RSD shall not enter the school or property without an SCS representative, unless prior permission has been given by SCS, or in the case of an emergency or a situation where the life, safety, or welfare of Linwood student or any other person is potentially at risk.
- 5.6.3 RSD staff shall be permitted access to the Linwood facility and/or property in order to inspect the facility and inventory property as necessary.

5.7 Parent Communications

- 5.7.1 SCS should develop and implement a plan for communicating the plans for management of the school for the 2018-19 school year to current Linwood students and parents.

Section 6. Termination

- 6.1 This agreement shall terminate on June 30, 2019, unless terminated earlier pursuant to Section 6.2, 6.3, or 6.4 of this agreement.
- 6.2 The RSD may terminate this MA and assume management of Linwood at any time by giving thirty (30) days written notice to SCS.
- 6.3 SCS may terminate this MA and turn over management of Linwood by giving sixty (60) days written notice to RSD and complying with the following additional requirements:
 - 6.3.1 Upon cessation of any operations, SCS shall (i) comply with applicable provisions of law and perform all obligations necessary thereto, (ii) provide the means and capability to access school records, including student records, to the RSD, and (iii) fully cooperate with RSD, who shall have unrestricted and equal access to records, including student records, during the period prior to the termination of the agreement. Upon termination, SCS shall secure all records, including student records, in the possession of SCS and shall grant to the RSD access to records requested by the RSD. SCS shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted to the RSD.
- 6.4 The RSD may terminate the Agreement at any time, for cause, based upon the failure of SCS to comply with the terms and/or conditions of the MA, provided that written notification is provided by the RSD to SCS specifying such failure and provided that, within thirty (30) days of receiving such notice, SCS has not corrected such failure to the satisfaction of the RSD. Upon such a termination, SCS agrees to immediately turn over the management of Linwood to RSD.

6.5 In the event that the RSD terminates the Agreement pursuant to Section 6.2 or 6.3, SCS shall immediately refund all equipment and cash on hand attributable to funding provided under this MA to the RSD, shall not pay any debts with such funds, and shall make no other disposition whatsoever of such funds or equipment.

Section 7. Assets

- 7.1 Any assets acquired by SCS are the property of SCS for the duration of this MA. Upon termination of this Agreement pursuant to Section 6.1 of this Agreement, SCS may retain cash on hand and assets necessary to carry out closeout operations for the school as permitted by applicable law, policy, and grant restrictions. SCS shall transfer or dispose of assets and cash on hand attributable to public funding as directed by the RSD.
- 7.2 SCS shall maintain records of any cash and assets acquired with any private funds that shall remain the property of SCS. If SCS's accounting records fail to clearly establish whether cash or a particular asset is attributable to public funds or private funds, the asset shall be attributed to public funds and shall be transferred or disposed of as directed by the RSD.
- 7.3 SCS shall maintain a complete and current inventory of all school property and shall audit the school property inventory annually per state and federal regulations.
- 7.4 SCS shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by RSD.
- 7.5 SCS shall manage the school fund maintained pursuant to La. R.S. 17:414.3 and the amounts therein in accordance with the provisions of La. R.S. 17:414.3 and any policy adopted pursuant thereto.

Section 8. Liability

- 8.1 The parties acknowledge that SCS is not acting as the agent of, or under the direction and control of the RSD, except as required by law or this MA, and that the RSD shall not assume liability for any loss or injury resulting from the acts or omissions of SCS, its directors, trustees, agents, or employees.
- 8.2 SCS acknowledges that it is without authority to extend the faith and credit of the RSD to any third party. SCS shall clearly communicate to vendors and other entities that the obligations of SCS under agreement or contract are solely the responsibility of SCS and are not the responsibility of the RSD.
- 8.3 Each Party shall defend, indemnify, and hold harmless all other Parties, their officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including but not limited to, attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the State, BESE, the Recovery School District, the LDE, or SCS on account of any action of any Party, its employees, agents or assigns.
- 8.4 The parties acknowledge that the RSD, the LDE, and the State of Louisiana are not liable for the debts or financial obligations of SCS.

Section 9. Miscellaneous

9.1 Discrimination Clause. The parties agree to abide by the requirements of the following as applicable:

- *Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972*
- *Federal Executive Order 11246*
- *Federal Rehabilitation Act of 1973, as amended*
- *Vietnam Era Veteran's Readjustment Assistance Act of 1974*
- *Title IX of the Education Amendments of 1972*
- *Age Act of 1975*
- *Americans with Disabilities Act of 1990*

The parties agree not to discriminate in their employment practices, and shall render services under this MA without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this MA.

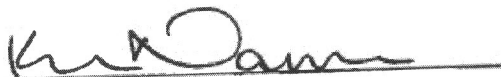
9.2 Jurisdiction and Governing Law

- 9.2.1 The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.
- 9.2.2 This Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Louisiana and all applicable federal laws of the United States.
- 9.2.3 The parties intend that they be bound by, and that this Agreement is subject to, any and all applicable future amendments or additions to the state law, regulations, or BESE policy. The parties hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any provision within this Agreement that conflicts with it.

9.3 Entire Agreement. This MA, (together with any addenda, appendix, or exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

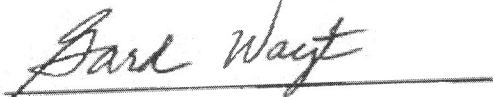
THUS DONE AND SIGNED at New Orleans, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14th day of May
2018.



Kunjan Narechania
Superintendent
Recovery School District

5/14/18
Date



Gard Wayt
Board President
Shreveport Charter Schools, Inc.

May 9, 2018
Date

Appendix A – Grade Level Enrollment Table

Grade Level	Maximum Enrollment 2018-19*
PK	20
K	125
1	125
2	125
3	127
4	118
5	75
6	95
7	100
8	107
Total Enrollment	1017
MFP Enrollment	997

*Enrollment of more than 5% of the limits above for each grade level shall require approval from the RSD Superintendent.



Appendix B – Financial Management

1. FINANCIAL REPORTING

- a. SCS shall submit quarterly reports to the RSD listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by the RSD. Such reports shall be submitted to the RSD on the dates specified below, unless otherwise specified in writing by the RSD.

Due Date:	Financial Report
July 20	Annual Operating Budget Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting July 1.
September 20	Adopted Operating Budget Submission is required if July 15 Annual Operating Budget was not adopted in accordance with the Louisiana Local Government Budget Act.
October 20	First Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through September 30.
January 20	Second Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through December 31.
April 20	Third Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through March 31.

(Quarterly reports will include a statement from SCS' lead executive and Board President certifying the accuracy of the reports and the adherence to SCS' Internal Control procedures.)

- b. SCS shall submit information necessary for the RSD to complete its Annual Financial Report (AFR) no later than September 15 each year. The AFR is a summary of financial activities for the school year just completed and is the instrument for the collection of fiscal data from the local education agencies (LEAs) in electronic form via the LDE's LEADS portal. AFR instructions are located on the LDE website at the following link:

<https://leads13.doe.louisiana.gov/lug/AFR/AFR.htm>

- c. SCS shall maintain records in a manner to reflect compliance with Generally Accepted Accounting Principles and the *Louisiana Accounting and Uniform Governmental Handbook*, Bulletin 1929.

2. STATE FUNDING ALLOCATIONS

- a. Funding provided through the Minimum Foundation Program (MFP) shall be based on the prior year's February 1 student count.

1. The initial per-pupil, provided in July, is based on projected, prior-year revenue and projected student counts. The initial local revenue per-pupil amount is a placeholder until the final calculation in the spring. Final local per-pupil amounts may be more or less than projected per-pupil amounts and allocations shall be adjusted accordingly.
2. The final per-pupil, provided in the spring, is based on actual prior-year local revenue (as reported in the AFR for each LEA) and actual current-year student counts.
- b. The RSD shall provide SCS with a schedule of the initial allocation including monthly payments on or about July 1. Payments shall be made on or about the 25th of each month.
- c. Mid-year adjustments to funding are provided based on student membership count dates of October and February
 1. October 1 of the current fiscal year compared to February 1 of the prior fiscal year
 - i. SCS shall receive adjustments for the base per-pupil amount times the number of students gained or lost
 2. February 1 of the current fiscal year compared to October 1 of the current fiscal year
 - i. SCS shall receive adjustments for one-half of base per-pupil amount times the number of students gained or lost

3. FEDERAL ALLOCATIONS

- a. RSD is eligible for all federal program funding for which regular public school districts are eligible. SCS shall be notified of this eligibility and the application procedures and timelines by the RSD Staff Liaison or regular notifications to school districts by the LDE.
- b. SCS must submit copies of invoices or similar documentation to the RSD to substantiate all reimbursement requests for federal grant funds issued from the RSD.

4. AUDITS OF STATE AND FEDERAL FUNDS

- a. The RSD and SCS may be subject to audit by the Louisiana Legislative Auditor for this Management Agreement and the operation of Linwood. SCS shall follow state audit and reporting requirements established by the Legislative Auditor and R.S. 24:513-556. RSD may perform an independent audit and SCS agrees to providing access to all documents necessary for the completion of that audit in a timely manner.

5. GENERAL FISCAL PROCEDURES

- a. SCS shall allow RSD officials and the Louisiana Legislative Auditor full access to its financial and educational records, reports, files and documents of any kind.
- b. SCS further agrees to timely supply all reports, test results and other information, which are required under its Management Agreement, state law and regulations.

6. INTERNAL CONTROLS

- a. SCS shall submit its Internal Control policy to the RSD for review and approval prior to July 1, 2018. The RSD shall verify that the Internal Control policy contains the necessary procedures to ensure funds are safeguarded.
- b. SCS may be subject to selective, intermittent reviews of school financial records and internal control procedures.
- c. Quarterly and annual financial reports shall include certification that SCS's Internal Control procedures are being followed.

7. TECHNICAL ASSISTANCE

- a. RSD may require SCS to send appropriate staff or representatives of SCS to annual fiscal in-service meetings or workshops conducted by the Louisiana Department of Education.
- b. SCS should reference the following publications and implement appropriate procedures based on this guidance:
 1. *Louisiana Accounting and Uniform Governmental Handbook*, Bulletin 1929. Available at <http://www.louisianabelieves.com/lde/uploads/18078.pdf>
 2. *Best Financial Practices for Louisiana Local Government*. Available at <http://www.lla.state.la.us/userfiles/file/oppaga.pdf>
 3. *School Activity Accounts Guide*. Available at <http://www.lla.state.la.us/userfiles/file/school.pdf> (scroll down to the School Activity Accounts Guide.)

Appendix C – Data Sharing Agreement

1. This Agreement is entered into by the RSD and SCS in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and La. R.S. § 17:3914. RSD and SCS hereby acknowledge that all documents or other material in which student personally identifiable information, as that term is defined in La. R.S. § 17:3914, is contained or which information is derived from a student's education records are deemed confidential pursuant to FERPA and La. R.S. § 17:3914 and shall not be disclosed by the RSD or SCS to any third party except as allowed or required by law.
2. **Access to Information and Computer Systems/Information Storage, Retention, and Disposition Policies.** RSD and SCS shall each maintain the data, whether in hard copy or electronic form, in an area that has limited access and may only be accessed by authorized personnel. RSD and SCS shall not permit removal of the data from the limited access area. SCS and RSD shall ensure that access to the data maintained on computer files or databases is controlled by password protection. RSD and SCS shall each establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. RSD and SCS shall each maintain all physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use.
3. **Audits.** RSD and SCS shall allow each other, or each other's authorized representatives to carry out security or audit checks pertaining to security and usage of data of students attending Linwood. The Parties may request at any time, upon reasonable notice, an audit of data of students attending Linwood that is in the possession of one another. The Parties or their authorized representative shall have access at all reasonable times, upon reasonable request, on working days during working hours at business premises to employees, together with records, books and correspondence and other papers and documentation or media of every kind that are necessary for the purpose of carrying out such security and audit checks. The Parties or their authorized representatives shall have the right to reproduce and/or retain copies at their expense of any of the aforementioned information and documents.
4. **Security Breach.** As used in this Appendix, "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student personally identifiable information or the physical, technical, administrative or organizational safeguards put in place by RSD and SCS that relate to the protection of the security, confidentiality or integrity of student data, or receipt of a verifiable complaint in relation to the privacy practices of RSD and SCS or a breach of this Section relating to such privacy practices.
 - 4.1 RSD and SCS shall each take reasonable steps and best efforts, in accordance with industry standards and applicable laws, to prevent security breaches. RSD and SCS shall each also take reasonable steps, in accordance with industry standards and applicable laws, to immediately remedy any security breach and prevent any further security breach, each at its own expense in accordance with standard practices and applicable law.
 - 4.2 The Parties shall immediately notify each other in writing of a security breach affecting data of students attending Linwood after they become aware of it; and immediately following the notification of a security breach, RSD and SCS shall coordinate with each other to investigate the security breach. RSD and SCS each agree to cooperate in the handling of the matter, including:

(i) assisting with any investigation; (ii) providing reasonable physical access to the facilities and operations affected; (iii) facilitating interviews with employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required for the investigation to ensure compliance with applicable law or industry standards and as otherwise required and (v) providing any notices to persons or organizations affected by the security breach as required by law.

4.3 RSD and SCS shall ensure that all procedures implemented to address a Security Breach shall be in compliance with all applicable state and federal laws.

5. **Disposal of Information.** The Parties agree that at the termination of this MA, SCS shall provide all relevant data to RSD in a usable electronic form, and erase, destroy, and render unreadable all remaining personally identifiable data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 (thirty) days of the termination of this Agreement.
6. **Aggregate Data.** Nothing in this Section shall limit the exchange of information specified in La. R.S. § 17:3914(C)(2), between the Parties.
7. **Authority to Contract.** For purposes of contracting with third parties for services allowed by and in compliance with La. R.S. § 17:3914, RSD and SCS shall have the authority to enter into agreements to share any student personally identifiable information governed by this Agreement. However, RSD and SCS shall ensure that contracts providing for such data sharing ensure that third parties comply with La. R.S. § 17:3914 and shall be responsible for monitoring and ensuring compliance therewith.

